

A. G. Contract No. KR920142TRN
ECS File: JPA 92-13
Project: IR-10-5(71)C
Tracs No. 010 PM 260 H 0164 06 C
Section: I-19 to Park Avenue

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TUCSON

THIS AGREEMENT is entered into 3 September, 1992
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF TUCSON, acting by and through its City Council, (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. It is to the mutual advantage of the State and the City
to landscape areas within the right of way on Interstate 10 at
the following location:

From westbound centerline Station 321+00 to
westbound centerline Station 427+00, a net
distance of 2.0 miles, as shown in the
landscaping plans.

NO. <u>17061</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>09/03/92</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vincent J. Greenwell</u>

CITY OF TUCSON CONTRACT NO. 0118-93

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping project and submit them to the City for approval. Upon approval by the City, the State will submit the plans to the Federal Highway Administration for approval.

2. Upon approvals, construct the landscape project using State and Federal funds apportioned to the State.

3. The State will maintain the landscaping and irrigation system generally within the areas of right-of-way under access control furnishing all labor, materials (excluding water), and electrical power to maintain the same. Maintenance shall include the care of all landscaping in accordance with accepted horticultural practices, and shall also include but not be limited to keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing, and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic in accordance with the requirements of the State's "Traffic Control Manual for Highway Construction and Maintenance".

The City will:

1. Waive water development fees and furnish and install necessary water services for the irrigation systems from water mains to the designated locations within the right-of-way of the project, at the State's expense.

2. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

3. Maintain the landscaping and irrigation system generally in right-of-way areas outside the access control and furnish all labor, materials, and electrical power necessary to maintain the same. The area of maintenance responsibilities

will be the Median Planting Areas on Park Avenue from Station 56+00 to Station 82+00 as shown in the landscaping and irrigation plans. Maintenance shall include the care of all landscaping in accordance with accepted horticultural practices, and shall also include but not be limited to keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing, and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. Any changes, additions, or deletions to the landscaping must have written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic in accordance with the requirements of the State's "Traffic Control Manual for Highway Construction and Maintenance."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E, Room 222E
Phoenix, AZ 85007

City of Tucson
City Manager
255 W. Alameda
Tucson, AZ 85701

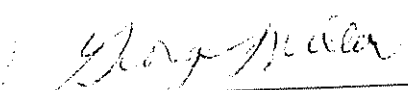
7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

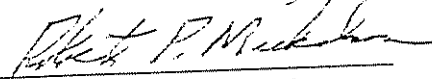
CITY OF TUCSON

STATE OF ARIZONA
Department of Transportation

By

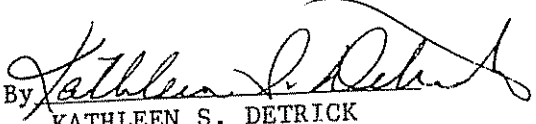

GEORGE MILLER
Mayor

By


ROBERT P. MICKELSON
Deputy State Engineer

ATTEST

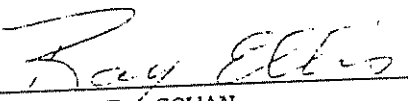
By


KATHLEEN S. DETRICK
City Clerk

RESOLUTION

BE IT RESOLVED on this 17th day of January 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with City of Tucson for the purpose of defining responsibilities for the design, construction and maintenance of landscape improvements to I-10, I-19 to Park Avenue.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



CHARLES E. COWAN
Director

PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COUNCIL OF
THE CITY OF TUCSON, ARIZONA, AUG 03 1992 .

George Miller
MAYOR

ATTEST:

Kathleen J. Detrich
CITY CLERK

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

REVIEWED BY:

R. J. [Signature]
CITY MANAGER

ES/rsj
7/16/92
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ADOPTED BY THE
MAYOR AND COUNCIL
AUG 03 1992

RESOLUTION NO. 16077

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPE MAINTENANCE AT PARK AVENUE AND I-10.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the State of Arizona Department of Transportation for landscape maintenance at Park Avenue and I-10 attached hereto, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said Intergovernmental Agreement for and on behalf of the City of Tucson and the City Clerk is authorized and directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

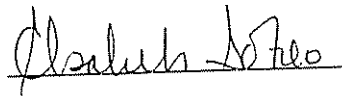
SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

JPA 92-13

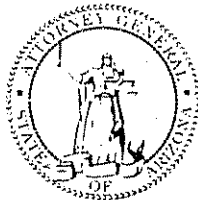
APPROVAL OF THE TUCSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 14 day of July, 1992.

A handwritten signature in dark ink, appearing to read "Charles L. Steo", written over a horizontal line.

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON. PHOENIX 85007

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-0142-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 1st day of September, 1992.
GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

7738G/04